

1     **THE AGUILERA LAW GROUP, APLC**

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8     Attorney for Plaintiff  
9     ST. PAUL MERCURY INSURANCE COMPANY

10                   **UNITED STATES DISTRICT COURT**  
11                   **NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION**

13     ST. PAUL MERCURY INSURANCE  
14     COMPANY, a Minnesota corporation

15                   Plaintiff,

16                   v.

17     AMERICAN SAFETY INDEMNITY  
18     COMPANY, an Oklahoma corporation; et  
19     al.,

20                   Defendants.

Case No. 5:12-cv-05952-LHK

**STIPULATION TO DISMISS DEFENDANT  
CLARENDON AMERICA INSURANCE  
COMPANY; [PROPOSED] ORDER**

Complaint Filed:       November 21, 2012

Trial Date:           No Date Set

20                   IT IS HEREBY STIPULATED by and between Plaintiff ST. PAUL MERCURY  
21     INSURANCE COMPANY (“ST. PAUL”) and Defendant CLARENDON AMERICA  
22     INSURANCE COMPANY (“CLARENDON”) through their designated counsel that Defendant  
23     CLARENDON only be and hereby is dismissed without prejudice from the above-captioned action  
24     pursuant to FRCP 41(a)(1).

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1 Both Plaintiff ST. PAUL and Defendant CLARENDON further stipulate to bear their own  
2 costs and fees.  
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4 Dated: March 26, 2013

**THE AGUILERA LAW GROUP, APLC**

6 */s/ Scott La Salle*  
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8 A. Eric Aguilera  
9 Scott La Salle  
10 Attorneys for Plaintiff ST. PAUL FIRE AND MARINE  
11 INSURANCE COMPANY

Dated: March 26, 2013

**BLAU & ASSOCIATES, P.C.**

13 */s/ Ron Nelson*  
14

15 Ron Nelson  
16 Attorneys for Defendant CLARENDON AMERICA  
17 INSURANCE COMPANY

**ORDER**

Pursuant to stipulation of Plaintiff ST. PAUL and Defendant CLARENDON and good cause existing therefore,

**IT IS HEREBY ORDERED** that defendant CLARENDON only may be dismissed without prejudice, with each party to bear their own costs and fees.

Dated: April 2, 2013

  
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Hon. Lucy H. Koh

Judge of the District Court